



VILLAGE OF MASTIC BEACH
REQUEST FOR PROPOSALS
FOR
DISASTER MANAGEMENT CONSULTANT

VILLAGE OF MASTIC BEACH
427 Neighborhood Rd.
P.O. Box 521
Mastic Beach, New York 11951
(631) 281-2326

Mayor
William Biondi

Board of Trustees
Gary Stiriz
Nicholas Busa
Gail Cappiello
Robert Morrow

VILLAGE OF MASTIC BEACH

REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The Village of Mastic Beach (“Village”) is requesting proposals for a disaster management consultant. The services to be provided are described in detail below.

The following conditions apply to this Request for Proposals (“RFP”):

- There is no express or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- Any inquiries concerning this RFP must be in writing or by email and should be addressed to the Village Clerk, Virgilia Gross.
- To be considered, copies of a proposal must be received by the Village Clerk at 427 Neighborhood Rd., P.O. Box 521, Mastic Beach, New York 11951 by 3:00 p.m. **Wednesday April 17, 2013**. The Village reserves the right to reject any or all proposals submitted.
- During the evaluation process, the Village reserves the right, where it may serve the Village’s best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Village, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. If conducted, oral presentations will be scheduled with each proposer being considered.
- The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

- Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.
- It is anticipated the selection of a firm will be completed on **April 17, 2013**. Following notification of the selected firm it is expected a retainer or agreement will be executed between both parties by **April 30, 2013**.
- The Village reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.

The Village reserves the right to reject all proposals.

B. Subcontracting

No subcontracting is allowed without the express permission of the Village

II. NATURE OF SERVICES REQUIRED

A. General

The Village is soliciting interest on the part of professional consulting firms to provide expertise in support of the Village's disaster recovery efforts and its mitigation planning. The ideal Consultant shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in the operations of the Federal Emergency Management Agency (FEMA) Public Assistance Program and hazard mitigation planning for municipal and governmental entities.

B. Specific Duties.

The selected firm will be responsible for services including but not limited to the following:

- Provide technical advisory services related to recovery from disasters.

- Develop and implement strategies designated to maximize federal and state assistance.
- Provide expert programmatic and policy advice on federal disaster relief programs.
- Provide support for strategic planning and coordination of all recovery efforts.
- Review contracts and purchasing documentation to ensure cost recovery.
- Represent the Village and attend meetings with FEMA/NYSOEM on behalf of the Village.
- Damage Site Assessment & Project Worksheet Formulation.
- Identify Potential Improvements & Maximize Public Assistance 406-Mitigation Funding.
- Meet with Village Trustees, Officers, and Department Heads and Collect/Compile Cost Documentation for PW's.
- Document permit requirements; Maintain Code Compliance (building, floodplain, etc.)
- Provide assistance and Oversight to Departments that have Difficulty with Claims.
- Interaction with the Village's public adjusting firm and insurers.
- Process the Village's Progress Payment Requests.
- Work with Officials to Resolve Disputes with FEMA and/or NYSOEM, including Preparation of Appeals.
- Provide Grant Close-Out Services to ensure funding is retained.

II. VILLAGE CONTACT

A. Name and Telephone Number of Contact Person

The firm's principal contact with the Village will be the Village Clerk, 427 Neighborhood Rd., Mastic Beach, NY, (631) 281-2326.

III. TIME REQUIREMENTS

A. Proposed Calendar

The following is a list of key dates up to and including the date proposals must be submitted:

RFP issued	April 12, 2013
Due Date for proposal submissions	April 17, 2013.

B. Notification and Contract Dates

Select firm notified	On	April 18, 2013
Contract date	On or before	April 30, 2013

C. The Village reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.

IV. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Written inquiries concerning the RFP and its subject must be made to:

Virgilia Gross, Village Clerk

Direct responses to all inquiries will be distributed to each potential proposer.

2. Submission of Proposals

The following material is required to be received by **April 17, 2013** for a proposing firm to be considered.

a. The Proposal shall include:

i. Title Page

Title page showing the RFP subject; the firm's name; name, address and telephone number of the contact person; and the proposal date.

ii. Statement of Qualifications

A signed letter of transmittal stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement, the firm's past history in providing such services for companies or municipalities, and **a statement that the proposal is a firm and irrevocable offer.**

iii. Fully completed Appendices A-C. Proposer should not sign or complete the contract in Appendix D. The contract will be executed by the Village and the selected candidate only after an evaluation of each proposal and a selection of a firm.

b. The completed proposal should be sent to the following address in a sealed envelope marked "Request for Proposals: Disaster Management Consultant":

Village Clerk
Village of Mastic Beach
427 Neighborhood Road
P.O. Box 521
Mastic Beach, New York 11951

B. Guidance on Completing a Proposal Submission

1. General Requirements

The purpose of the Proposal Submissions is to demonstrate the qualifications, competence and capacity of the firms seeking to provide services to the Village. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Qualifications Proposal should demonstrate

the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Qualifications Proposal should address all points outlined in the RFP. The Qualifications Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements. While additional data may be presented, the information in ensuing items 2 and 3 must be included. They represent the criteria against which the Qualifications Proposal will be evaluated.

2. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of its staff, qualifications and the experience of the staff to be employed on this engagement.

3. The proposer should indicate the firm's experience in similar engagements with other companies or municipalities. The project references should include client contact information.

V. SELECTION OF FIRM

A. The Village will approve a firm based on an evaluation of the proposals. The Village reserves the right to enter into negotiations with the proposer offering the next-best value should the Village be unable to negotiate and execute a contract with the awardee.

B. It is anticipated that a firm will be selected on **April 17, 2013**. Following notification of the firm selected, it is expected a contract will be executed between both parties by **April 30, 2013**.

C. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.

The Village reserves the right without prejudice to reject any or all proposals.

D. Minimum Services

The selection of a Consultant will not guarantee any minimum amount of services under the contract.

APPENDIX A

PROPOSER GUARANTEES

- I. The Proposer certifies it can and will provide and make available, as a minimum, all services set forth in Nature of Services Required.
- II. The Proposer has read the entire RFP package including Appendices A-D, and agrees that the rights and prerogatives as detailed are retained by the Village.
- III. The Proposer agrees to be bound by the contractual requirements delineated in Appendices A-C.

Signature of Representative: _____

Name: _____

Title: _____

Firm: _____

Date: _____

APPENDIX B

PROPOSER WARRANTIES

- I. Proposer warrants that it will not assign, delegate or subcontract its responsibilities under this agreement, unless approved by the Village of Mastic Beach.
- II. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

Name (typed):

Title:

Firm:

Date:

APPENDIX C

AMOUNT FOR SERVICES

\$_____

Note: The firm may provide various cost or pricing options.

APPENDIX D

PROPOSED CONTRACT

**[DO NOT FILL OUT; AGREEMENT TO BE COMPLETED
AND SIGNED ONLY AFTER WINNING PROPOSAL IS
SELECTED]**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2013, between the Village of Mastic Beach, a municipality incorporated in the State of New York, with its principal office located at 427 Neighborhood Road, P.O. Box 521, Mastic Beach, New York, hereinafter referred to as the "Village," and _____, hereinafter referred to as "Consultant", with a principal place of business at _____.

WITNESSETH:

WHEREAS, the Village wishes to retain Consultant for the purpose of providing disaster recovery consulting and storm mitigation planning ("Project");

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Scope of Services

The services performed by consultant shall include but shall not be limited to the following:

- Provide technical advisory services related to recovery from disasters.
- Develop and implement strategies designated to maximize federal and state assistance.
- Provide expert programmatic and policy advice on federal disaster relief programs.
- Provide support for strategic planning and coordination of all recovery efforts.

- Review contracts and purchasing documentation to ensure cost recovery.
- Represent the Village and attend meetings with FEMA/NYSOEM on behalf of the Village.
- Damage Site Assessment & Project Worksheet Formulation.
- Identify Potential Improvements & Maximize Public Assistance 406-Mitigation Funding.
- Meet with Village Trustees, Officers, and Department Heads and Collect/Compile Cost Documentation for PW's.
- Document permit requirements; Maintain Code Compliance (building, floodplain, etc.)
- Provide assistance and Oversight to Departments that have Difficulty with Claims.
- Interaction with the Village's public adjusting firm and insurers.
- Process the Village's Progress Payment Requests.
- Work with Officials to Resolve Disputes with FEMA and/or NYSOEM, including Preparation of Appeals.
- Provide Grant Close-Out Services to ensure funding is retained.

2. Compensation

As compensation for such services, the Village will pay Consultant _____.

3. Term of Agreement

The Agreement shall commence as of _____, and shall expire May 1, 2014. This agreement may be extended upon mutual agreement of both parties.

4. Termination

This Agreement may be terminated by either party and for any reason upon 30 days written notice to the other party. In that event, Consultant shall be compensated for the value of services and expenses incurred through the date of termination.

5. Indemnification

To the extent permitted by law, Consultant shall indemnify and hold harmless the Village, its consultants, employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances and expenses,

including reasonable attorneys' fees, to the extent caused by the negligent performance of professional services under this Agreement by Consultant and any of its employees, agents, or subcontractors.

6. Modifications

Neither this Agreement nor any term, condition, or provision hereof, or the Scope of Services agreed to hereunder, may be altered, changed or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a modification to this Agreement that is signed by both parties.

7. Permits and Licenses

The Vendor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

8. Complete Agreement

This Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the matters set forth in this Agreement.

9. Governing Law

This Agreement shall be construed according to the laws of the State of New York. It is further agreed that any legal action between the Village and the Consultant arising out this agreement shall be brought in a court of competent jurisdiction in the County of Suffolk.

10. Assignment

In accordance with the provisions of section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Village. This Agreement shall bind the successor, assigns and representatives of the parties hereto.

11. Notices

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Village of Mastic Beach: P.O. Box 427, Neighborhood Road, Mastic Beach,
New York 11951

To Consultant: [Name and address]

12. Waiver

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

13. Modification

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

VILLAGE OF MASTIC BEACH

BY: _____

William Biondi, Mayor

BY: _____

Consultant

STATE OF NEW YORK)
) SS:
COUNTY OF SUFFOLK)

On this _____ day of _____, 2013, before me personally came William Biondi, to me personally known who, being by me duly sworn, did depose and say that he resides at _____ Mastic Beach, New York, that he is the Mayor of the INCORPORATED VILLAGE OF MASTIC BEACH, SUFFOLK COUNTY, NEW YORK, the municipal corporation described in, and which executed the above instrument; that s/he knows the corporate seal of said Incorporated Village of Mastic Beach; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Trustees of the Incorporated Village of Mastic Beach; and that s/he signed her/his name thereto by like order.

NOTARY PUBLIC

(SEAL)

STATE OF NEW YORK)
) SS:
COUNTY OF SUFFOLK)

On this _____ day of _____, 2013, before me personally came _____, to me known, who being by me sworn, did depose and say that he/she resides at _____ that he/she is the _____, of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the authority of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like authority.

NOTARY PUBLIC